

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

INVITATION TO BID

(Tier ITS)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("METRO") WILL RECEIVE AND PUBLICLY OPEN SEALED BIDS IN THE DEPARTMENT OF FINANCE, PROCUREMENT DIVISION, 730 2ND AVENUE SOUTH, NASHVILLE, TENNESSEE 37210, TELEPHONE NUMBER (615) 862-6180. TTY (615) 862-8951

SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE INCORPORATED BY REFERENCE.

This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

BID NUMBER: 52721NDM

DATE ISSUED: 5/26/2010

BID TITLE: CCTV INSTALLATION

COMMODITY CODE(S): 7210

THE METROPOLITAN GOVERNMENT BUYER: Doug Milligan, CPPB, Purchasing Analyst

TELEPHONE NUMBER: (615) 862-6670 **FAX NUMBER:** (615) 862-6179

E-MAIL ADDRESS: doug.milligan@nashville.gov

All bid responses must be received and time-stamped in the Division of Purchases on or before Thursday June 17th, 2010 by no later than 3:00 p.m., Nashville, Tennessee local time, at which time all bids will be publicly opened and read aloud.

SUBMIT SEALED BID RESPONSE TO:

**Metropolitan Government of Nashville and Davidson County
Procurement Division
730 2ND AVENUE SOUTH, NASHVILLE, TN
PO Box 196300
37219-1963**

Bid envelope must include the bid number, the bid opening date, and the bidder's address and all other information required by Tennessee law for construction. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

**BID NUMBER: 52721NDM BID OPENING DATE: Thursday June 17, 2010 at 3:00pm
local time.**

**THIS BID PROCESS IS GOVERNED BY
THE METROPOLITAN CHARTER AND CODE OF LAWS
AND OTHER APPLICABLE LEGAL REQUIREMENTS.**

Special Conditions

CCTV INSTALLATION

ITB # 52721NDM

INSURANCE REQUIREMENTS

Insurance requirements will be the same as required for Tier Two approved contractors per previously issued Request for Proposal(s).

Award of this procurement shall require proof of this insurance, in the form of a Certificate of Insurance. The awarded vendor must provide Metro with original Certificates of Insurance within fifteen days of notification of award. General Liability and automobile liability policies must be endorsed to include The Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of vendor. The following insurance(s) shall be required:

- a) ☐ Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of Metro)
- b) ☒ General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the vendor will be making on-site delivery)
- c) ☐ Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- d) ☒ Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- e) ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)
- f) ☐ Other Insurance .

BOND REQUIREMENTS

A **bid bond** is not required for this procurement. The successful bidder will be required to provide the necessary **payment and performance bonds** for an award of **more than \$100,000**.

METHOD OF AWARD

If an award is made, Metro shall award this bid to the responsible and responsive bidder offering the lowest Evaluated Bid Price (EBP) but, not exceeding the maximum allowable bid price for the total award. Awarded prices shall be the same as the bid price.

LIQUIDATED DAMAGES

Not applicable for this procurement.

PRE BID MEETING

There will be a pre-bid meeting on Thursday June 10, 2010 at 2:00 pm local Time at the Metro Action Commission Head Start Facility, 5900 Charlotte Ave., Nashville, TN 37209.

52721NDM, CCTV INSTALLATION

SPECIFICATIONS/SCOPE OF WORK

PROJECT OVERVIEW

Metro Action Commission is requesting a proposal for a security quote for their Head Start Facilities. The following Scope of Work details the duties that should be performed

SCOPE OF WORK – CCTV INSTALLATION

To replace the existing CCTV Camera Systems with Pelco cameras using existing cabling and audio at Metro Action Commission locations. In addition, the request is to replace cabling at the Richland site **(only)**. Included in the request should be costs for all materials and labors costs for the locations and items listed below. The following sections contain a preferred materials list requested for each location

MAC FACILITY – TOM JOY Head Start (1900 Lischee, Nashville, TN 37207-5113)

Description	Model #	Qty
16 Channel DVR with 1TB Storage and Audio	DX8116-1000A	1
17 inch High Brite with BNC LCD Monitor	PMCL417A	1
Misc wall mount rack for DVR	misc rack	1
Camclosure® IS Env Surf High Res 3-9.5mm Smk NTSC	IS110-CHV9	12
Spectra® IV Env Pnd Gray Clr D/N 18X	SD418-PG-E1	1
ImagePak® Hi Res Cmpct D/N 3-8.5mm IR	G3515-2AMR3AK	2
Misc materials for complete install	misc	1

MAC FACILITY–RICHLAND HS (5900 Charlotte Ave, Nashville, TN 37209-3104)

Description	Model #	Qty
16 Channel DVR with 1TB Storage and Audio	DX8116-1000A	1
17 inch High Brite with BNC LCD Monitor	PMCL417A	1
Misc wall mount rack for DVR	misc rack	1
Camclosure® IS Env Surf High Res 3-9.5mm Smk NTSC	IS110-CHV9	12
Spectra® IV Env Pnd Gray Clr D/N 18X	SD418-PG-E1	2
ImagePak® Hi Res Cmpct D/N 3-8.5mm IR	G3515-2AMR3AK	1
Misc materials for complete install	misc	1

CCTV AND AUDIO CABLING (only at this site)		
Description	Model #	Qty
Cable, RG59 w/ 18awg 2C Black	5554	3750
Cable, 18/2 Shielded PVC Gray	182STSH1BGEN	3750

Cont'd CCTV CAMERAS (NO CABLING)

MAC FACILITY – BERRY Head Start (2233 Winford Ave, Nashville, TN 37211-)

Description	Model #	Qty
16 Channel DVR with 1TB Storage and Audio	DX8116-1000A	1
17 inch High Brite with BNC LCD Monitor	PMCL417A	1
Misc wall mount rack for DVR	misc rack	1
Camclosure® IS Env Surf High Res 3-9.5mm Smk NTSC	IS110-CHV9	14
Spectra® IV Env Pnd Gray Clr D/N 18X	SD418-PG-E1	1
ImagePak® Hi Res Cmpct D/N 3-8.5mm IR	G3515-2AMR3AK	2
Misc materials for complete install	misc	1

MAC FACILITY – DUDLEY Head Start (1203 3RD Ave South Nashville, TN 37210)

Description	Model #	Qty
16 Channel DVR with 1TB Storage and Audio	DX8116-1000A	1
17 inch High Brite with BNC LCD Monitor	PMCL417A	1
Misc wall mount rack for DVR	misc rack	1
Camclosure® IS Env Surf High Res 3-9.5mm Smk NTSC	IS110-CHV9	14
Spectra® IV Env Pnd Gray Clr D/N 18X	SD418-PG-E1	1
ImagePak® Hi Res Cmpct D/N 3-8.5mm IR	G3515-2AMR3AK	2
Misc materials for complete install	misc	1

The request should not include any modifications or installation to the existing electrical power systems of the building.

The electrical requirements of the systems should be 1-120VAC 20A electrical outlets in each IT room for system power.

At the Richland site **only**, all wiring should be installed along existing pathway, all wire installed above ceilings should be in a J-hook or equal fashion as to be neat and un-obtrusive to ceiling operations. All wiring and connections being made should be of a neat, professional, and presentable manner or will not be accepted as complete.

SCOPE OF WORK – AIPHONE SYSTEMS

I

Included in this proposal the request should include item pricing for the replacement of all Aiphone Systems at the following sites and locations:

MAC FACILITY – TOM JOY Head Start (1900 Lischey, Nashville, TN 37207-5113)

Description	Model #	Qty
8 door/ 4 master Aiphone AX series CCU	AX084C	1
Power supply	PS242OUL	2
Master station wall mount	AX8MV	4
Door stations with camera and card reader	AXDVP	4
Cable, Cat5E White Plenum	1585AWT	1000
Cable, 18awg2C Shielded PVC	5300FE	1000
Misc materials for complete install	misc	1

MAC FACILITY – RICHLAND HS (5900 Charlotte Ave, Nashville, TN 37209-3104)

Description	Model #	Qty
8 door/ 4 master Aiphone AX series CCU	AX084C	1
Power supply	PS242OUL	2
Master station wall mount	AX8MV	4
Door stations with camera and card reader	AXDVP	4
Cable, Cat5E White Plenum	1585AWT	1000
Cable, 18awg 2C Shielded PVC	5300FE	1000
Misc materials for complete install	misc	1

Cont'd- AIPHONE SYSTEMS

I

MAC FACILITY – BERRY Head Start (2233 Winford Ave, Nashville, TN 37211-)

Description	Model #	Qty
8 door/ 4 master Aiphone AX series CCU	AX084C	1
Power supply	PS242OUL	2
Master station wall mount	AX8MV	4
Door stations with camera and card reader	AXDVP	4
Cable, Cat5E White Plenum	1585AWT	1000
Cable, 18awg 2C Shielded PVC	5300FE	1000
Misc materials for complete install	misc	1

MAC FACILITY – DUDLEY Head Start (1203 3RD Ave South Nashville, TN 37210)

Description	Model #	Qty
8 door/ 4 master Aiphone AX series CCU	AX084C	1
Power supply	PS242OUL	2
Master station wall mount	AX8MV	4
Door stations with camera and card reader	AXDVP	4
Cable, Cat5E White Plenum	1585AWT	1000
Cable, 18awg 2C Shielded PVC	5300FE	1000
Misc materials for complete install	misc	1

The request is to include full customer training on entire systems operations and must be administered at each site listed.

The request is to also include warranty pricing to cover for a period of two years with the option for extended warranty availability.

52721NDM *Print Company Name here:*_____

TOTAL BASE BID

The sum of all items inclusive is:

(in writing)

Dollars
(in writing)
and _____
Cents
(in writing)
Total \$ _____
TOTAL BASE BID (in figures)

TOTAL PROPOSED SMALL BUSINESS ENTERPRISE AMOUNT

(in writing)

Dollars
(in writing)
and _____
Cents
(in writing)
Total \$ _____
TOTAL SBE AMOUNT (in figures)

EVALUATED BID PRICE (TOTAL BASE BID LESS TOTAL SBE AMOUNT)

(in writing)

Dollars
(in writing)
and _____
Cents
(in writing)
Total \$ _____
EVALUATED BID PRICE (in figures)

ADA Statement.

“Contractor shall assure to Metro that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act (“ADA”) and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metro.

PREVAILING WAGE RATES

Wage rates for this project.

GENERAL DECISION: TN20100099 03/12/2010 TN99

Date: March 12, 2010

General Decision Number: TN20100099 03/12/2010

Superseded General Decision Number: TN20080099

State: Tennessee

Construction Type: Building

County: Davidson County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010

BOIL0453-003 01/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 27.63	13.72

BRTN0005-009 05/01/2008

	Rates	Fringes
BRICKLAYER.....	\$ 24.27	1.60

CARP0223-002 05/01/2008

	Rates	Fringes
CARPENTER (Cabinet Installation and Scaffold Builder Only).....	\$ 20.20	8.36

* ELEC0429-005 02/01/2010

Davidson

	Rates	Fringes
ELECTRICIAN.....	\$ 21.85	10.35

ENGI0369-007 05/01/2009

	Rates	Fringes
OPERATOR: Forklift.....	\$ 22.97	9.60

IRON0492-008 05/01/2009

	Rates	Fringes
IRONWORKER, Structural and Reinforcing.....	\$ 22.50	9.60

PLUM0572-006 05/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 29.07	11.95

SHEE0177-004 05/01/2009

	Rates	Fringes
SHEET METAL WORKER, Including HVAC Duct and Metal Roof Installation.....	\$ 22.85	10.15

SUTN2009-082 09/21/2009

	Rates	Fringes
CARPENTER, Including Drywall Hanging and Form Work (Excluding Cabinet Installation and Scaffold Builder).....	\$ 17.83	3.69
CEMENT MASON/CONCRETE FINISHER...	\$ 17.68	0.00
LABORER: Asphalt Raker.....	\$ 12.85	0.00
LABORER: Common or General.....	\$ 12.41	1.04
LABORER: Landscape.....	\$ 9.60	0.80
LABORER: Mason Tender - Brick...	\$ 13.51	0.00
LABORER: Roof Tearoff.....	\$ 9.75	0.49

OPERATOR:		
Backhoe/Excavator/Trackhoe.....\$ 16.27		0.00
OPERATOR: Bobcat/Skid Loader....\$ 17.68		0.00
OPERATOR: Bulldozer.....\$ 15.47		3.33
OPERATOR: Crane.....\$ 19.16		3.35
OPERATOR: Mechanic.....\$ 18.66		3.39
OPERATOR: Paver.....\$ 14.25		0.00
OPERATOR: Roller.....\$ 12.83		0.00
PAINTER: Brush, Roller and		
Spray.....\$ 13.15		0.00
PLUMBER, Excluding HVAC Pipe		
Installation.....\$ 20.03		9.00
ROOFER: Built up Roof.....\$ 12.74		0.00
ROOFER: Rubber Roof.....\$ 16.82		4.77
ROOFER: Single Ply Roof.....\$ 16.50		0.32
TILE FINISHER.....\$ 10.00		0.74
TRUCK DRIVER: Dump Truck.....\$ 12.16		0.00
TRUCK DRIVER: Material Truck....\$ 12.16		1.66
TRUCK DRIVER: Pickup Truck.....\$ 11.70		3.92

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor

considers
relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

BIDDER INFORMATION SHEET

SCOPE OF WORK – CCTV INSTALLATION

ITB # 52721NDM

Discount (No discount under thirty (30) days will be considered)

_____ % 30 days _____ % (__th.) prox.

If the Contract is awarded, the price(s) will be in effect for the length of the Contract.

If this is a one-time open market purchase, will awarded bidder honor price(s) for other Metropolitan Government agencies? ☐ Yes ☐ No

Will awarded bidder honor price(s) for other local governments in Tennessee? ☐ Yes ☐ No

How many days will awarded bidder honor price(s)? _____

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within _____ days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order.

**THIS BID RESPONSE SHALL BE REJECTED IF SIGNATURE IS NOT PROPERLY NOTARIZED AND
AFFIXED WHERE INDICATED**

Name of Firm: _____

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Personally appeared _____, who is the _____

of _____ and as such is authorized to execute this document.

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public: _____ My Commission Expires: _____

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Purchasing Agent

STATEMENT OF NO BID
SCOPE OF WORK – CCTV INSTALLATION
ITB # 52721NDM

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: The Metropolitan Government of Nashville and Davidson County, Division of Purchases, 222 Third Avenue North, Suite 601, Nashville, TN 37201

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

Specifications unclear (please explain).

We do not offer this commodity and/or service or an equivalent.

Insufficient time to respond to the ITB.

Our schedule would not permit us to perform.

Remarks: _____

Offeror must comply with all of the provisions of the **Contractors Licensing Act** of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. Offeror must provide evidence of a license in the appropriate classification before the RFP will be considered. The outside of the envelope/box containing the RFP **MUST** be plainly marked with the following information:

- Metropolitan Project Number
- Offeror's correct name and address
- Offeror's Tennessee Contractor's License Number, its expiration date, and that part of the classification applying to the RFP (except when the RFP is less than \$25,000).
- The name, license number, expiration date, and license classification of any Subcontractor being proposed for use on the Project for electrical, plumbing, heating, ventilation or air conditioning (except when the Proposal is less than \$25,000). Prime contractor Offerors who are to perform the electrical, plumbing, heating, ventilation or air conditioning must be so designated upon the outside of the envelope/box.
- The Metropolitan Government license or registration number of the Offeror or of any Subcontractor being proposed for use on the Project for electrical, plumbing or mechanical.

Prior to the opening of the envelope/box, the names of all Offerors listed thereon shall be read aloud at the official Proposal opening and incorporated into the RFP. If the envelope/box is not marked as required, and/or the Offeror does not comply with the Act and amendments, the RFP shall not be opened or considered and shall automatically be disqualified.

The acceptable State license classification for the Project is:
BC or E

TIER TWO BIDDERS MUST ATTACH TO BID FORM
LIST OF PROPOSED SUBCONTRACTORS

Project Number: (ITB NO) _____
Full Name of Bidder: _____

Bidder shall complete the list below with the names of the subcontractors that Bidder proposes to use on the above-referenced Project. If Bidder proposes to perform a Class of Work with his own forces, Bidder shall indicate same by writing "By Bidder" in the space provided for that Class of Work. If a subcontractor has not yet been selected for a class of work, Bidder shall indicate same by writing, "To Be Selected" next to that class of work. ["To Be Selected" subcontractors must be identified by the Successful Bidder within five calendar days of the Successful Bidder's receipt of the Notice of Award]. If a subcontractor or "To Be Selected" designation is omitted for any of the listed Classes of Work it will be considered as a statement that Bidder is licensed for and will perform that Class of Work with Bidder's own forces. By Bidder's signature, Bidder represents that the list contains all of the subcontractors that Bidder proposes to use on the referenced Project, for the classes of work indicated, and that the list will not be altered without the written consent of the Metropolitan Government through the Architect/Engineer.

<u>CLASS OF WORK</u>	<u>SUBCONTRACTOR</u> (if this class of work is to be subcontracted or "To Be Selected") (or indicate "By Bidder")	<u>CITY/STATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER: _____

BY: _____

DATE: _____

METHOD OF AWARD

GUIDELINES FOR ASSISTANCE TO SMALL BUSINESSES

I. Assistance to Small Businesses as Subcontractors for Construction and/or Other Services

The Metropolitan Government of Nashville and Davidson County (Owner) has established guidelines, which provide incentives to Bidders to maximize the participation of Small Businesses as Subcontractors for construction and/or other services. As part of these guidelines, the Owner will determine the lowest evaluated Bid by means of a formula incorporated on the Bid Form, which rewards the Bidder for Bid evaluation purposes only for committing to use Small Businesses as Subcontractors for construction and/or other services. The current guidelines for this Bid do not reward the Bidder, for Bid evaluation purposes, for proposing to use Small Businesses as suppliers of goods or equipment. Bidders are encouraged to contact (phone #) at the Metro Finance Department for assistance in locating potential Small Businesses, or to download a list of potential small business construction and construction related service providers from the Metro Internet web site at www.nashville.gov (Bidding Opportunities Bulletin). For TTY call (615) 862-8951.

II. Small Businesses as Subcontractors for Construction and/or Other Services

A Small Business, as defined by the Metro Procurement Code, is “. . . a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.” Furthermore, in order to qualify as a small business, a business must meet the size standards established by the Metro Procurement Code. These standards are included with this bid package.

III. Documentation Requirements

Bidder must utilize the format in the Bidding Documents. If Bidder proposes to utilize Subcontractors that are Small Businesses, Bidder must list those firms' names, value of each subcontract, area of work, and license numbers (for Subcontractors) in ITB Section--List of Proposed Small Businesses.

The Contract will be awarded on the basis of the lowest responsive and responsible Evaluated Bid Price and will be consummated based on the Small Businesses as Subcontractor firms listed. No changes to the list of proposed Small Businesses will be permitted after the Bids are received and opened except as authorized by the Metropolitan Procurement Code and the regulations thereto. Submission of a Bid shall constitute Bidder's representation that neither Bidder nor an officer, agent or employee of Bidder, or the spouse, parent or child of an officer, agent or employee of Bidder, is involved in the ownership, operation or management of any Subcontractor claiming status as a Small Business for purposes of this Contract. Further, submission of a Bid shall constitute Bidder's representation that every Subcontractor claiming status as a Small Business for purposes of this Contract has been doing business under its current name and ownership for at least two years prior to Bid date in the trade in which it will be employed by Bidder in the performance of Contract work.

As a condition of progress payments to the Contractor, Owner will require that Contractor submit evidence of participation of and Contractor's payment to all Small Businesses participating in the Project. This evidence shall consist of copies of Subcontracts, Subcontractors' Applications for Payment, Subcontractors' Certified Payrolls, and proof of payment for Small Business Subcontractors.

If, during the course of construction, Contractor fails to maintain the level of Small Business participation shown in Contractor's Bid, or if any material representation made in Contractor's Bid concerning the Small Business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business is shown to be false to the satisfaction of Owner's designated representative acting in good faith, Owner may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract pursuant to Contract. Whether or not Owner terminates the Contract, immediately upon demand, Contractor shall refund to Owner the difference between Contractor's total base Bid and the total base amount of the lowest responsive and responsible Bid submitted, or any lesser portion thereof that Owner, in its sole discretion, deems appropriate. In cases where the

Contractor submitted both the lowest base Bid and the lowest evaluated Bid, Contractor shall refund to the Owner the full amount of the Small Business participation shortage. In the event that Owner terminates the Contract, Contractor shall pay Owner's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. Owner may (at its sole discretion) institute suspension or debarment proceedings against any Bidder that misrepresents in a Bid any material fact concerning the Small Business status of any Subcontractor or Bidder's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business. In addition, Owner may assess the Contractor (at the sole discretion of the Metropolitan Government whenever it is deemed appropriate) a charge representing the cost of all audit and legal time and expenses incurred by the Metropolitan Government as a result of the Contractor's failure to maintain the level of Small Business participation shown in the Contractor's Bid.

SMALL BUSINESS STATUS

If Bidders desire to claim status as a small business, it must 1) be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. Metro's small business standards are included as an Exhibit to this ITB. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro **prior** to bid submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid is due to allow time for status to be granted.***

IV. Determination of Maximum Acceptable Contract Price (i.e., Total Base Bid Price)

While the Owner encourages Small Business participation, it must also be prudent in holding down costs. In order to achieve both these objectives, the Owner has established a method to determine the Maximum Acceptable Contract Price (MACP) for each individual project. The MACP for a project is determined as follows:

A. All responsive and responsible Total Base Bids will be tabulated.

B. Based on the Lowest Responsive and Responsible Base Bid, the Owner will use Table 1 - Maximum Allowable Small Business Percentage (MASBP) to determine the MASBP for the project. The Owner then will use the MASBP to calculate the Maximum Acceptable Contract Price (MACP) as follows:

$$\text{MACP} = [(100 + \text{MASBP}) \times \text{Lowest Responsive and Responsible Base Bid}] / 100$$

For example, if the Lowest Responsive and Responsible Base Bid = \$4,500,000, then (from Table 1) the MASBP = 5.38% and the MACP = $[(100 + 5.38) \times \$4,500,000] / 100 = \$4,742,100$.

C. Any Bid which includes Contract Prices that exceed the MACP will not be considered for Award, regardless of the Evaluated Bid Price.

D. After the MACP has been determined, the Owner will tabulate all the Bidders whose Total Base Bid is equal to or less than the MACP. The tabulation will be prepared in ascending order based on the Evaluated Bid Price (EBP) of each Bidder. EBP is defined to be the Total Base Bid less the total value of Small Business participation as Subcontractors, as listed in--List of Proposed Small Businesses. Each Bidder shall calculate its EBP and include it in the appropriate space in - Bid Form.

**TABLE 1
MAXIMUM ALLOWABLE SMALL BUSINESS PERCENTAGE**

If the Lowest Responsive and The Maximum Responsible Total
Allowable Small Business
Base Bid is Percentage (MASBP)

<u>Greater than (\$):</u>	<u>But Less than:</u>	<u>is (see Note below):</u>
\$ 0	\$ 100,000	20.00%
100,001	200,000	17.50%
200,001	300,000	15.00%
300,001	400,000	12.50%
400,001	1,000,000	10.00%
1,000,001	1,200,000	9.80%
1,200,001	1,400,000	9.40%
1,400,001	1,600,000	9.00%
1,600,001	1,800,000	8.60%
1,800,001	2,000,000	8.20%
2,000,001	2,200,000	7.80%
2,200,001	2,400,000	7.40%
2,400,001	2,600,000	7.00%
2,600,001	2,800,000	6.60%
2,800,001	3,000,000	6.20%
3,000,001	3,500,000	5.83%
3,500,001	4,000,000	5.63%
4,000,001	4,500,000	5.38%
4,500,001	5,000,000	5.13%
5,000,001	10,000,000	5.00%
10,000,001	15,000,000	4.25%
15,000,001	20,000,000	2.75%
20,000,001	25,000,000	1.89%
25,000,001	30,000,000	1.63%
30,000,001	35,000,000	1.38%
35,000,001	40,000,000	1.13%
40,000,000		1.00%

Note: These figures show the maximum allowable small business percentages for Bid evaluation purposes only. A higher level of small business participation is permissible in performance of Contract work (see notes), but this is the maximum percentage above the lowest responsive and responsible base Bid the Owner will allow a Contract to be awarded based on the lowest evaluated Bid.

TABLE 2
EXAMPLE BID EVALUATION

<u>Bidder</u>	<u>Total Base Bid (TBB)</u>	<u>Small Business Amount</u>
1	\$1,000,000	\$ 0
2	\$1,050,000	\$ 25,000
3	\$1,100,000	\$150,000
4	\$1,200,000	\$180,000
5	\$1,400,000	\$ 75,000

Maximum Allowable Small Business Percentage (MASBP from Table 1) for \$1,000,000.00 = 10.00%.

Calculation for Maximum Acceptable Contract Price (MACP):

$$\begin{aligned} \text{MACP} &= [(100 + \text{MASBP}) \times \text{Lowest Responsive and Responsible Base Bid}] / 100 \\ &= [(100 + 10.00) \times 1,000,000.00] / 100 \end{aligned}$$

= \$1,100,000.00

All Total Base Bids above the Maximum Acceptable Contract Price shall be rejected. Therefore, Bids No. 4 (\$1,200,000) and No. 5 (\$1,400,000) shall be rejected from further consideration.

Of the three remaining Bids under consideration, the Evaluated Bid Price (EBP) shall be determined as follows:

<u>Bidder</u>	<u>TBB</u>	<u>Small Business Amt.</u> <u>Business Amount</u>	<u>EBP = TBB – Small</u>
1	\$1,000,000	\$ 0	\$1,000,000
2	\$1,050,000	\$ 25,000	\$1,025,000
3	\$1,100,000	\$150,000	\$ 950,000 *

* Award of the Contract will be made to Bidder No. 3 for the Total Base Bid of \$1,100,000.

- (1) Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB whose bid is most advantageous to Metro.
- a) A "responsive bidder" is a submitted bid response that, at a minimum:
- Conforms in all material respects to the solicitation (Metropolitan Code 4.12.010)
 - Such as, were minority-owned and/or woman-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract bid (Good Faith Effort)?
 - And, is there sufficient documentation provided with the bid to demonstrate that a Good Faith Effort was made to seek out subcontracts from minority-owned and/or woman-owned business enterprises (MWBE)?
- b) A "responsible bidder" means a person who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance (Metropolitan Code 4.12.040).
- (2) It is the policy of the Metropolitan Government of Nashville and Davidson County to promote full and equal business opportunities for all persons doing business with the Metropolitan Government by increasing the purchase of goods and services from minority and women owned businesses within the area of the Metropolitan Government.
- a) For bids failing to conform to the requirements of the Metropolitan Code of Laws § 4.46.070 Bid Requirements, will be determined to be none responsive and the bid rejected.
- b) Failure of a Bidder to comply with the requirements of Chapter 4.46, PROCUREMENT NONDISCRIMINATION PROGRAM, may be grounds for suspension or debarment by the Purchasing Agent pursuant to the standards set forth in Metropolitan Code of Laws § 4.36.020.

SMALL BUSINESS STANDARDS

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN NASHVILLE PROCUREMENT REGULATIONS;

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:

1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

List of Proposed Small Businesses
--

Proposer Name: _____

	Small Business Name	Small Business Address and Phone Number	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.				
2.				
3.				
4.				
5.				

INSTRUCTIONS:

- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry
- If this RFP is for Construction Design and Build services, you are not required to submit small business names and addresses services/products **related to the build phase of this project**. However, you must identify the minimum percentage of total contract dollars to be spent with a small business (column 3) by industry of work (column 4).

Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

Signature

Metropolitan Government of Nashville

Procurement Non-discrimination Program

Form Submission Procedures

Demonstrating compliance with the Procurement Non-discrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Non-Discrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro**. It should specify the names of the MWBE's with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Non-discrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.



GOOD FAITH EFFORTS

Subject: Proposal for **CCTV INSTALLATION, 52721NDM**

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- _____ I/We have made efforts to include MWBE's in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- _____ I/We have delivered written notice to three available certified MWBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- _____ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

- _____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- _____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- _____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- _____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- _____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

- _____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area (“MSA”), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.
- _____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.
- _____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for **CCTV** INSTALLATION

52721NDM

Prime Contractor Name_____

The undersigned has agreed to perform work in connection with the above project as:

_____ a subcontractor _____ a joint venture

Detailed description of work items to be performed:

at the following price(s): \$ _____.

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is \$_____;
which is _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____
 Title: _____
 Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Prime Contractor

Printed Name: _____
Title: _____
Date: _____



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those firms that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional sheets as necessary. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name CCTV INSTALLATION

RFP/ITB Number52721NDM

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____ has contacted or was contacted by the following firms related to our bid/proposal.

<i>Business Name& Contact</i>	<i>Phone No</i>	<i>Race/ Gender</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

Having submitted a Proposal/bid for the above referenced project, if awarded the contract, _____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

<i>Business Name& Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certification Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Name _____
Title _____
Date _____

*STATEMENT OF BID/PRICE QUOTATION

ETHICAL STANDARDS AFFIDAVIT
(OFFEROR MUST INCLUDE WITH BID/PROPOSAL)

State of _____ County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT-EXHIBIT

(OFFEROR MUST INCLUDE WITH BID/PROPOSAL)

STATE OF _____ COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the Metropolitan Government of Nashville and Davidson County to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. 50-9-114, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. 50-9-114.

4. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards and practices it operates a drug-free workplace program or other drug or alcohol testing program similar, but no less stringent than the Drug-Free Workplace policy of the Metropolitan Government.

Further affiant saith not.

Principal Officer

STATE OF _____ COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

PERFORMANCE BOND

_____, as
surety ("Surety"), and _____
_____ as principal ("Contractor"), enter into and execute this bond ("Performance Bond"), and bind
themselves in favor of The Metropolitan Government of Nashville and Davidson County as obligee
("Owner") in the penal sum of _____ (\$ _____)

WHEREAS, the Contractor has executed a contract ("Construction Contract") with the
Owner for construction _____, Project Number: _____; and,

WHEREAS, the Owner has required the Contractor to furnish a Performance Bond
containing the terms and conditions set forth herein as a condition to executing the Construction
Contract;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for
themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a
part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and
the Contractor are bound for the full performance of the Construction Contract including without
exception all of its terms and conditions, both express and implied, including, without limitation, any
obligation to remedy defects for a specified period after full completion of the Project.

2. If the Contractor is in default of the Construction Contract and the Owner, by written
notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the
right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as
to which of the actions permitted to the Surety in Paragraph 3 it will take.

3. Upon the default and termination of the Contractor and notice to the Contractor and
Surety as provided in Paragraph 2 above, the Surety shall within forty-five (45) days proceed to take
one or, at its option, more than one of the following of the courses action:

(a) Proceed itself, or through others acting on its behalf, to complete full
performance of the Construction Contract including, without limitation, correction of defective and
nonconforming work performed by or on behalf of the Contractor. During such performance by the
Surety, the Owner shall pay the Surety from its own funds only such sums as would have been due
and payable to the Contractor in the absence of default and termination;

(b) With the prior agreement and written consent of the Owner, Owner may, at
the Surety's cost and expense, obtain Proposals or proposals from contractors in accordance with
applicable procurement laws and regulations, for full performance of the Construction Contract. The
Owner shall furnish the Surety a copy of such Proposals or proposals following opening of same.
Unless Surety objects, the Owner shall, in accordance with applicable procurement laws and
regulations, award a contract, acceptable to Owner, for fulfillment and completion of the Construction
Contract. Any payment or performance bonds required therewith shall not relieve the Surety from
any of its obligations under this Performance Bond. Should Surety object to the award, the Surety
shall proceed under another permissible course of action. In the event of award, the Owner shall pay
the completing contractor from its own funds only such sums as would have been due and payable
to the Contractor under the Construction Contract as and when they would have been due and
payable to the Contractor in the absence of the default and termination. To the extent that the
Owner is obligated to pay the completing contractor sums which would not have been due and
payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with
such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely
payment to the completing contractor; or,

(c) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

Liquidated damages shall continue to accrue until completion of the Project, in accordance with the Contract.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated and actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

6. The Surety provides this Performance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

7. Any and all notices to the Surety, the Owner or the Contractor shall be given by U.S. Mail to the address set forth for each party below:

Surety:

Contractor:

Owner: Purchasing Agent
The Metropolitan Government of Nashville and Davidson County
222 Third Avenue North, Sixth Floor
Nashville, TN 37201

9. Any action hereon may be instituted so long as the applicable statute of limitations has not expired.

CONTRACTOR:

_____ Seal
(TYPED NAME)

By: _____
(SIGNATURE)

(PRINTED NAME, TITLE AND ADDRESS)

(DATE OF EXECUTION)

SURETY:

_____ Seal
(TYPED NAME)

By: _____
(SIGNATURE)

(PRINTED NAME, TITLE AND ADDRESS)

(DATE OF EXECUTION)

PAYMENT BOND

_____, as
surety ("Surety"), and _____
_____ as principal ("Contractor"), enter into and execute this bond ("Payment Bond"), and bind
themselves in favor of The Metropolitan Government of Nashville and Davidson County as obligee
("Owner") in the penal sum of _____ (\$_____
_____).

WHEREAS, the Contractor has executed a contract with the Owner ("Construction
Contract") for construction _____, Project Number: _____ ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish a Payment Bond containing
the terms and conditions set forth herein as a condition to executing the Construction Contract with
the Contractor;

NOW, THEREFORE, the Surety and the Contractor, both jointly and severally, and for
themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a
part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and
the Contractor are bound for the full performance of Contractor's obligations under the Construction
Contract to pay, without limitation, for labor, materials, services and equipment provided in
connection with the Construction Contract performance, and including, without limitation, all taxes,
licenses, assessments, contributions, penalties and interest thereon, and including, without limitation,
any obligation to remedy defects following final completion of the Project;

2. All notices of claims under this Payment Bond shall be given in accordance with the
laws of the State of Tennessee. Notices may also be given directly to the Surety, in which case the
Surety shall furnish a copy of the notice to the Owner.

3. Upon receipt or notice of a claim of a Beneficiary hereunder, the Surety shall
promptly, and in no event later than 30 days after receipt or notice of such claim, respond to such
claim in writing (furnishing a copy of such response to the owner) by:

- (a) making payment of all sums not in dispute; and,
- (b) stating the basis for disputing any sums not paid.

4. Any action on this Payment Bond shall be commenced in the manner and within the
time limits provided by the laws of the State of Tennessee.

5. Any and all notices shall be given by U.S. Mail to the address set forth for each
party below:

Surety:

Contractor:

Owner: Purchasing Agent
The Metropolitan Government of Nashville and Davidson County
222 Third Avenue North, Sixth Floor
Nashville, TN 37201

6. This Payment Bond shall remain in full force and effect for one year following full performance of the Construction Contract. In the event of default or early termination, this Payment Bond shall remain in full force and effect for one year following the declaration of default or the notice of early termination.

CONTRACTOR:

_____ Seal
(TYPED NAME)

BY: _____
(SIGNATURE)

(PRINTED NAME, TITLE & ADDRESS)

(DATE OF EXECUTION)

SURETY:

_____ Seal
(TYPED NAME)

BY: _____
(SIGNATURE)

(PRINTED NAME, TITLE & ADDRESS)

(DATE OF EXECUTION)